

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI  
OXFORD DIVISION**

**HAWK TECHNOLOGY SYSTEMS, LLC**

**PLAINTIFF**

**V.**

**NO. 3:16-CV-133-DMB-RP**

**PIGGLY WIGGLY, LLC**

**DEFENDANT**

**ORDER DISMISSING CASE**

On November 2, 2016, Hawk Technology Systems, LLC (“Hawk”), filed “Plaintiff’s Motion for Order of Dismissal without Prejudice.” Doc. #9. Hawk asks the Court “to dismiss this action without prejudice, each party to bear its own costs,” representing that “an agreement has been reached between the parties.” On November 7, 2016, Piggly Wiggly, LLC, filed a “Notice of Endorsement” “consenting to the Plaintiff’s voluntary dismissal.”<sup>1</sup> Doc. #10.

“Motions for voluntary dismissal generally ‘should be freely granted unless the non-moving party will suffer some plain legal prejudice other than the mere prospect of a second lawsuit.’” *Test Masters Educ. Servs., Inc. v. Robin Singh Educ. Servs., Inc.*, 799 F.3d 437, 448 (5th Cir. 2015) (quoting *Elbaor v. Tripath Imaging, Inc.*, 279 F.3d 314, 317 (5th Cir. 2002)). Because Piggly Wiggly consents to Hawk’s request to dismiss this case without prejudice, granting the motion will pose no plain legal prejudice to Piggly Wiggly. Accordingly, the motion [9] is **GRANTED** and this case is **DISMISSED without prejudice**, with each party to bear its own costs.

**SO ORDERED**, this 9th day of November, 2016.

/s/ Debra M. Brown  
**UNITED STATES DISTRICT JUDGE**

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<sup>1</sup> In its notice, Piggly Wiggly also states that it “does not waive or forfeit any defense available to it, in the event that it must defend this or any similar action at a later time.” To date, the docket reflects no service by Piggly Wiggly of a response to Hawk’s complaint.